

the first part therein. And the said Thomas E. Evans does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This Grant is intended as a mortgage to secure the payment of the sum of Three Hundred dollars according to the terms of a certain promissory note of even date herewith made by the said Evans for three hundred dollars and payable to said Yealman or order in one year after date with interest from date at the rate of ten per cent per annum, and this conveyance shall be void if such payment be made as herein specified.

But if default be made in such payment or any part thereof or interest thereon or the taxes then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors administrators or assigns; and out of all the money arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said Thomas E. Evans his heirs and assigns.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year above written.

Thomas E. Evans 

State of Kansas Douglas County, ss.

Be it Remembered That on this first day of July A. D. 1884 before me a Notary Public in and for said County and State came Thomas E. Evans, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the